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Transcript of Hearing

Date: May 8, 2025

Case: Redly Capital Investments & Holding Corporation (CU 20-06)

Exhibit 16
OZAH Case No: CU 20-06

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Transcript of Hearing
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1 (1 to 4)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 MONTGOMERY COUNTY OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS -----X IN THE MATTER OF: : REDLEY CAPITAL INVESTMENTS CASE NUMBER : & HOLDING CORPORATION, CU 20-06 : Applicant. : -----X PUBLIC HEARING BEFORE KHANDIKILE MVUNGA SOKONI, HEARING EXAMINER Monday, May 8, 2025 9:30 A.M. Eastern Standard Time Job Number 583512 Pages 1 - 38 Transcribed by Sandra Ann Masterpole	3 A P P E A R A N C E S ON BEHALF OF THE DEPARTMENT: JENNYFFER VARGAS, INSPECTOR MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES 2425 Reedie Drive Seventh Floor Wheaton, Maryland 20902 ON BEHALF OF THE DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS: THOMAS HOWLEY, PROGRAM MANAGER MONTGOMERY COUNTY ALSO PRESENT: Susan R. Groesbeck, Sandy Spring Friends School School Director Shamika Murray, Sandy Spring Friends School Director of Enrollment Management
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	2 Public hearing held at the location of: MONTGOMERY COUNTY OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS County Office Building 100 Maryland Avenue Room 200 Rockville, Maryland 20850 (240) 777-6660 Pursuant to agreement, before Marcellous Grant, Court Reporter and Notary Public in and for the State of Maryland.	4 I N D E X PROCEEDINGS PAGE Hearing.....5 E X H I B I T S NUMBERS MARKED REC'D 12 Collection of Mail Delivery 16 16 Confirmation Receipts 13 Vendor Agreement Between Sandy Spring 26 24 Friends School and Shanrong Li

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2 (5 to 8)

5 1 PROCEEDINGS 2 (Proceedings began at 9:30 a.m. All parties 3 appear in person.) 4 THE HEARING EXAMINER: Good morning. 5 We're good to go. 6 We're on the record. I should mention we 7 do have a court reporter taking a verbatim transcript of 8 the proceedings this morning. This is a show -- it's an 9 Order to Show Cause why Conditional Use Number CU 20-06 10 should not be revoked for abandonment or failure to 11 comply with the conditions of the grant. And we're 12 reconvening today under a new notice of hearing because 13 we did convene previously in February -- on 14 February 25th. 15 So, by way of background, the hearing 16 examiner's decision -- the hearing examiner's report and 17 decision dated December 3rd, 2020, granted the 18 applicant, Redley Capital Investments, Inc., a 19 conditional use subject to 11 conditions to operate a 20 residential care facility for 9 to 16 persons at 17734 21 Norwood Road, Silver Spring, Maryland. The zone is an 22 R-200 zone, and there were 11 conditions imposed on that 23 conditional use. 24 By memorandum dated July 10, 2024, the 25 Department of Permitting Services -- DPS -- informed the	7 1 Zoning and Site Planning Division. 2 THE HEARING EXAMINER: And your title? 3 MS. VARGAS: I am a senior inspector with 4 the Zoning and Site Planning Division. 5 THE HEARING EXAMINER: Okay. Thank you 6 very much. 7 Could you just give us some background on 8 what this is about -- how this came about? 9 MS. VARGAS: Basically, the Department of 10 Permitting Services -- 11 THE HEARING EXAMINER: If you could 12 kindly -- sorry. 13 MS. VARGAS: Which one? 14 THE HEARING EXAMINER: Press -- yes. It 15 will go to green. 16 MS. VARGAS: There it goes green. 17 The Department of Permitting Services 18 received a complaint regarding the use of the property. 19 And once I investigated the property, I noticed that 20 there was a conditioning use that is governing the 21 property. When I inquired with the conditioning use 22 holder if they were actively using the property as is 23 intended per the conditioning use, they said no. 24 Currently, at the time of my inspection, 25 the property was empty. It was not being used as
6 1 Office of Zoning and Administrative Hearings -- OZAH -- 2 that the use granted by the hearing examiner in 2020 had 3 not been implemented and requested OZAH to revoke CU 20- 4 06. 5 I should have properly introduced myself 6 as Khandikile Sokoni. I'm the hearing examiner who will 7 be hearing this matter this morning. 8 Do we have anyone on behalf of Redley 9 Capital Investment and Holdings Corporation in the room? 10 Hearing none, do we have anyone from the 11 Department of Permitting Services? 12 MS. VARGAS: Jennyffer Vargas, here. 13 THE HEARING EXAMINER: If you may please 14 come forward. 15 And do we have anyone from DHCA? Please 16 come forward. 17 So, Ms. Vargas, if you could kindly raise 18 your right hand. Do you promise to tell the truth, the 19 whole truth, and nothing but the truth? 20 MS. VARGAS: Yes. 21 THE HEARING EXAMINER: Thank you. And 22 please state your full name and which department you're 23 from for the record. 24 MS. VARGAS: My name is Jennyffer Vargas. 25 I'm with the Department of Permitting Services with the	8 1 intended per the conditioning use. And that is what we 2 cited the property as not being in compliance with the 3 conditioning use -- basically, not using the property 4 per its intended use as the conditioning use described. 5 And they basically let the conditioning use expire. 6 So, at that time, we notified the property 7 owner that if they wanted to continue the use of the 8 conditioning use, that they would have to go back to the 9 hearing examiner and request another extension to 10 implement the conditioning use or to completely abandon 11 the conditioning use and return the property back to the 12 R-200 status. 13 THE HEARING EXAMINER: When was that 14 initial inspection when you found it -- when you found 15 the place vacant? 16 MS. VARGAS: Well, it wasn't completely 17 vacant. It was abandoned in the sense of it wasn't used 18 as the conditioning use described. It was occupied as a 19 housing -- as R-200 housing, but not as a conditioning 20 use. 21 THE HEARING EXAMINER: Okay. 22 MS. VARGAS: I would have to go back into 23 my history, which I was doing on my computer. 24 THE HEARING EXAMINER: And we do have -- 25 anything you might have submitted is in the record, so

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3 (9 to 12)

9 1 if it's easier, we can pull anything up if you need to 2 refer to that. Is there -- 3 MS. VARGAS: There's a letter that we 4 submitted to the hearing examiner. If we can pull that 5 up, that would -- 6 THE HEARING EXAMINER: That might be the 7 letter dated -- that would be Exhibit 2. I can pull it 8 right up. I've just pulled up a letter dated July 10, 9 2024, that I believe you sent -- 10 MS. VARGAS: Yes. 11 THE HEARING EXAMINER: -- to us. It's 12 marked Exhibit 2 and it's dated July 10, 2024. 13 MS. VARGAS: So in that July period is 14 when we did the investigation, yeah. 15 THE HEARING EXAMINER: Okay. And so my 16 understanding, from what you're saying, is that it's not 17 that the place was vacant -- 18 MS. VARGAS: Uh-uh. 19 THE HEARING EXAMINER: -- it was occupied, 20 but it was not used as -- 21 MS. VARGAS: As the conditioning use, as 22 described as a -- what's it described to be used as? A 23 residential care facility in association with an 24 educational program. So it wasn't being used as that. 25 THE HEARING EXAMINER: And did you ever go	11 1 sent to the Office of Zoning and Administrative 2 Hearings. And you indicated in that letter -- could you 3 just read the second paragraph of that letter? 4 MS. VARGAS: Yes. "The recent field 5 inspection revealed that the conditioning use is not 6 being implemented in accordance to Section 59-7.3.2.1.L1 7 of the Montgomery County Zoning Ordinance. And DPS is 8 referring Conditioning Use 20-06 to the hearing examiner 9 to be revoked -- to revoke the expired conditioning use 10 as it has not been implemented by the extension deadline 11 of June 3rd, 2024." 12 THE HEARING EXAMINER: Okay. So this was 13 back around July of 2024. Did you have any further 14 inspection? You said you had some further inspection or 15 further meetings with -- 16 MS. VARGAS: No. That was the -- that was 17 the -- 18 THE HEARING EXAMINER: That was the same 19 one? 20 MS. VARGAS: That was the last meeting, 21 yeah. 22 THE HEARING EXAMINER: Okay. And what did 23 you learn from them? 24 MS. VARGAS: When I was speaking to 25 Ms. Shanrong Li at the inspection, she mentioned that,
10 1 back for a reinspection? 2 MS. VARGAS: I went twice. And, yes, the 3 second time I met with a representative from Redley 4 Capital. 5 THE HEARING EXAMINER: Any members of the 6 public, perhaps, if you could kindly sign in? There's a 7 sign-in sheet. That's the official record that you're 8 present at the entrance. Thank you. 9 MS. VARGAS: I just wanted to make a 10 clarification that I met with Shanrong Li from Redley 11 Capital at the property. 12 MS. GROESBECK: This is about Shanrong? 13 MS. VARGAS: This is about Case 20-06, 14 Redley Capital. 15 MS. GROESBECK: We're here for that, too. 16 THE HEARING EXAMINER: And you are? 17 MS. GROESBECK: We've entered into an 18 agreement with Shanrong. 19 THE HEARING EXAMINER: Okay. You may sign 20 in and take a seat. 21 MS. GROESBECK: Thank you. 22 THE HEARING EXAMINER: Actually, I just 23 want to make some factual findings about exactly what 24 you observed when you -- we've pulled up your letter, 25 Exhibit 2, which is a letter dated July 10th that you	12 1 basically, nothing materialized between them and the 2 school -- the Friends School that they were to do the 3 educational program with. However, they still have 4 their own educational program that they administered 5 themselves. However, the property itself, as the 6 conditioning use stated, was to be used as a residential 7 care facility in conjunction with the educational 8 program. 9 So because the educational program, from 10 what she expressed to me, did not materialize, they also 11 did not go further into the residential care facility. 12 They just continued to use the home as a home. 13 THE HEARING EXAMINER: I see. 14 MS. VARGAS: Oh. Also, the property has 15 two buildings on it. There is a primary residence at 16 the front of the building -- at the front of the 17 property, and to the rear is where the residential care 18 facility was to be housed. The front of the property is 19 currently rented out to two families; and that, from my 20 knowledge, is being done so per code, to my knowledge. 21 It is the property in the rear of -- the building in the 22 rear of the property that is in question. DPS has no 23 matter concerning the rental property of the primary 24 residence. 25 THE HEARING EXAMINER: I see. And is it

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4 (13 to 16)

13 1 still your position today that the conditional use has 2 not been implemented and, therefore, should be revoked? 3 MS. VARGAS: Yes. 4 THE HEARING EXAMINER: Thank you very 5 much, Ms. Vargas. 6 DHCA, does DHCA have anything to add? 7 MR. HOWLEY: No, Your Honor, other than to 8 suggest that we received an e-mail from Ms. Li, the 9 owner's -- Redley's -- representative, earlier this week 10 to indicate that the -- that the property was vacant. 11 We have not been able to perform an inspection to 12 corroborate that, but we intend to. 13 THE HEARING EXAMINER: Thank you. Do you 14 have anything to say -- do you have any opinion or 15 anything to say on whether or not this conditional use 16 should be revoked? 17 MR. HOWLEY: I don't, ma'am. This came to 18 us initially because of noise complaints from adjacent 19 neighbors, and that's how we became involved. 20 THE HEARING EXAMINER: Okay. My 21 apologies. I should have taken your name for the 22 record. The court reporter is reminding me. Could you 23 please state your full name, and then I'll place you 24 under oath. 25 MR. HOWLEY: Sure. My name is Tom Howley.	15 1 Permitting Services, neighbors of the facility report 2 that they have been plagued by frequent and flagrant 3 violations of the conditional use permit." And there's 4 a long list, including loud, large, and late-night 5 parties; failure to protect against vermin; families 6 with adults and children residing in a facility that was 7 proposed as a residential, fully-staffed facility for 8 foster youth; and failure to maintain the swimming pool 9 and the grounds, so the pool became a fetid swamp; and 10 the grounds have been littered with trash and empty 11 alcohol containers. That's just an excerpt from one of 12 the letters in the record marked Exhibit 5D. 13 So under Exhibit 5, we actually have a 14 collection of letters. There are various other letters 15 from other neighbors as well. 16 I would like to mention on the record that 17 we did mail out notice of this hearing to the 18 representative of Redley Capital, Shanrong Li, and I 19 would like to enter into the record as Exhibit -- let me 20 see where we are with the exhibit list. I believe this 21 will be entered as Exhibit 12, but I just want to 22 confirm that. So we currently have Exhibits 1 through 23 11 in the record. The exhibits that have been entered 24 since the last hearing in February are Exhibit 9, which 25 is a transcript of the February 25th hearing; Exhibit 10
14 1 I'm a program manager with DHCA. 2 THE HEARING EXAMINER: Okay. Do you 3 promise to tell the truth, the whole truth, and nothing 4 but the truth? 5 MR. HOWLEY: I do. 6 THE HEARING EXAMINER: And since you have 7 given some testimony already, could you kindly confirm 8 that that was the truth, the whole truth, and nothing 9 but the truth? 10 MR. HOWLEY: What I have said previously 11 was the truth, the whole truth, and nothing but the 12 truth, yes, ma'am. 13 THE HEARING EXAMINER: Thank you very 14 much. Okay. So you said this came to you by way of 15 complaints from? 16 MR. HOWLEY: Adjacent neighbors with 17 regard to noise, specifically, late at night. And it 18 was then that we did some investigation and found this 19 conditional use and reached out to our colleagues at 20 DPS. 21 THE HEARING EXAMINER: And I should 22 mention for the record that we do have an Exhibit 5D, 23 which is a letter from the Sandy Spring Civic 24 Association, indicating that, "Consistent with the 25 findings of the Montgomery County Department of	16 1 is an order reopening the record; Exhibit 11 is a second 2 Show Cause hearing notice. 3 I would like to now enter into the record 4 as Exhibit 12, a collection of the mailing receipts. 5 The notice of this hearing was sent to Ms. Li at two 6 addresses that we have on record. One came back 7 undelivered, and the rest did not, but we do have the 8 certified receipts confirming receipt that she signed 9 for them. So I would like to collectively -- to add the 10 whole collection of certified mailing receipts as 11 Exhibit 12. 12 (Exhibit Number 12 was marked for 13 identification and received into evidence.) 14 THE HEARING EXAMINER: Any member of the 15 public wishing to speak may come forward to the -- 16 MS. VARGAS: I just wanted to add also -- 17 Jennyffer Vargas from DPS -- that we have not received 18 any communications, any letters, any phone calls, 19 anything from Redley Capital regarding this -- regarding 20 the letter that we sent, regarding our inspections, or 21 this hearing. 22 THE HEARING EXAMINER: So the letter that 23 I referred to earlier, your July letter, you received no 24 response? 25 MS. VARGAS: Since then, yes.

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5 (17 to 20)

17 1 THE HEARING EXAMINER: Okay. And your 2 meeting with them was after that letter? 3 MS. VARGAS: Yes. My management had a 4 meeting with Redley Capital that I was not -- I was not 5 in, I believe. But since then -- 6 THE HEARING EXAMINER: When was that 7 meeting? 8 MS. VARGAS: My management -- again, 9 management had that meeting. I was not made aware. 10 THE HEARING EXAMINER: Do you know if that 11 meeting was before your inspection or after? 12 MS. VARGAS: It was after. 13 THE HEARING EXAMINER: It was after your 14 inspection? 15 MS. VARGAS: But since that meeting, after 16 that inspection, we -- I haven't received any new 17 communications from my management. Management hasn't 18 relayed that we've received any new communication from 19 Redley. The only communication that we received was for 20 this hearing. 21 THE HEARING EXAMINER: Okay. Could you 22 kindly check in with management? 23 MS. VARGAS: Yes, I will. 24 THE HEARING EXAMINER: Because if they met 25 with Redley after your inspection, it's relevant	19 1 notice of this hearing from your office, and so we 2 appreciated that -- that, therefore, we're here. About 3 5B -- Exhibit 5B, it goes on, on the back page, to say, 4 "We, as the Sandy Spring Civic Association, basically 5 disagree with all of the way that Ms. Li has handled 6 things, except" -- and the last line is that, "an 7 instructive example would be, we, the Civic Association, 8 would approve of, an instructive example would be the 9 use of the facilities to house boarding students of 10 nearby Sandy Spring Friends School, with the faculty 11 member residing at the facility to monitor activities, 12 impose appropriate discipline, and guide students on 13 activities, such as shopping or field trips." 14 That's -- we have approval, the school, to 15 have a relationship there, because they felt that we 16 would add all those things -- no litter, no language, no 17 loud -- and we would have a resident there. We entered 18 into a formal contract with her -- and I didn't bring a 19 copy, I guess I should have. It was signed on the 17th 20 of July -- January -- the 17th of January, and it's 21 signed by me as head of school and Shanrong Li. 22 She signed it on the 16th. I signed it on 23 the 17th. It had been negotiated by my colleague and I 24 with our lawyer, and it is a valid use of that land, 25 that building, for a boarding facility. It's completely
18 1 information. I mean, I don't know what happened, but if 2 Redley did not reply -- 3 MS. VARGAS: Yes. 4 THE HEARING EXAMINER: -- but they had a 5 meeting, that's relevant information. 6 MS. VARGAS: Yes, ma'am. 7 THE HEARING EXAMINER: Okay. Thank you. 8 If you could please press the base and 9 that would turn green. Please identify yourself, your 10 name and -- 11 MS. GROESBECK: My name is Dr. Susan R. 12 Groesbeck, and I'll spell that, G-R-O-E-S-B-E-C-K, and 13 I'm the head of school at Sandy Spring Friends School. 14 THE HEARING EXAMINER: Thank you. 15 MS. MURRAY: And my name is Shamika 16 Murray, S-H-A-M-I-K-A, M-U-R-R-A-Y, and I'm the director 17 of enrollment management at Sandy Spring Friends School. 18 THE HEARING EXAMINER: Thank you. If you 19 could kindly raise your right hand, and do you promise 20 to tell the truth, the whole truth, and nothing but the 21 truth? 22 MS. GROESBECK: I do. 23 THE HEARING EXAMINER: You may proceed and 24 testify. 25 MS. GROESBECK: Well, we -- I received	20 1 outlined in this agreement how many students, what -- 2 what she'll give to us, what we'll pay to her -- and we 3 consider this contract valid. It's not been annulled. 4 THE HEARING EXAMINER: And you're saying, 5 from the signing of that agreement, have any steps been 6 taken to implement any of what was agreed? 7 MS. GROESBECK: Yes. We met with her 8 personally in March -- all of this is documented, 9 because we, like you, couldn't get her to respond. But 10 we, meanwhile, on this signed agreement, we sent out 11 contracts to our boarding students. So we're talking 12 hundreds of thousands of dollars of liability on our 13 part, that from this contract, we didn't take her at her 14 word, it's -- how many iterations do you think this -- 15 we went through our lawyer, her lawyer, our lawyer, her 16 lawyer. This had been negotiated since December. 17 Finally signed on the 16th and 17th of this year. 18 Then we, as a school, with this, having 19 that boarding house as approved by the Civic Association 20 and per legal contract, we then sent out contracts to 22 21 people, of which we were going to select eight to -- 22 according to the contract, the number that we agreed to. 23 But in that she hasn't been responsive, she said she was 24 selling the property. She also said she had sold the 25 property prior to even signing this.

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6 (21 to 24)

21 1 So we started a legal process -- our 2 attorney is Grace Lee with Venable's in D.C. -- to say, 3 "You signed this. We initiated then contracts with our 4 people, and we intend to go forward." That's where we 5 are. And that's when we got your summon -- not 6 summon -- 7 THE HEARING EXAMINER: Notice. 8 MS. GROESBECK: -- indication notice. We 9 were very happy to come because we'd like to enact this. 10 THE HEARING EXAMINER: We would like to 11 enter -- could we enter a copy of your agreement with 12 Ms. Li? 13 MS. GROESBECK: Okay. 14 THE HEARING EXAMINER: And I know you said 15 you did not bring a copy, but maybe our office can 16 assist you. 17 MS. GROESBECK: I'm so sorry. 18 THE HEARING EXAMINER: That's all right. 19 That's fine. Thank you. 20 MS. GROESBECK: It's a well-executed 21 arrangement for us to pay her an enormous amount of 22 money, and then we took in deposits for boarding for 23 next year. And this -- the renegeing on this contract 24 impacts our business tremendously, both by reputation 25 and that we have students with no housing.	23 1 MS. GROESBECK: Well, I think assisted 2 living wouldn't -- I don't know, that's not my area of 3 expertise, but I don't know if that would satisfy the 4 Sandy Spring Civic Association. It's in a residential 5 zone, and so she has to have a variance to even be 6 there. So I don't know if there's any -- that would be 7 a court's decision -- any hope to have assisted living 8 there. 9 THE HEARING EXAMINER: Thank you very 10 much. 11 MS. GROESBECK: But in that we had a 12 signed agreement, we thought we were -- we precede that 13 information. If they're signing in March -- or settling 14 in March, we have a signed agreement in January. 15 THE HEARING EXAMINER: So that aspect is 16 outside of the scope of this. You know, whatever legal 17 avenues you pursue with her are outside of the scope of 18 this. What's before us is whether we are going to 19 revoke -- whether the Office of Zoning and 20 Administrative Hearings will revoke the conditional use 21 that was approved in 2020. We appreciate hearing from 22 you. This is very relevant information. And I would 23 like to enter this agreement that you've referred to, 24 marking it as Exhibit 13, and entering it into the 25 record, if there's no objection.
22 1 THE HEARING EXAMINER: And you indicated 2 that she has told you that she sold the property. We 3 also -- we did receive an e-mail from a real estate -- 4 MS. GROESBECK: We tried to track that 5 down, and we tried to see if it was ever enacted, but 6 the point is that she -- that's really not our 7 obligation. She said, "Oh, I've sold the property." 8 And I was very clear, "We have a contract. You can't 9 sell the property, unless you do steps along with this 10 contract." 11 I think it speaks to an avoidance. We 12 just can't reach her. She'll say she's in China or -- 13 and we have actually a long-term relationship with her. 14 Our people were boarded there during the pandemic. So 15 we have been -- that's why the town, I think, said, "Oh, 16 it would be okay if this group were there." 17 THE HEARING EXAMINER: Yes. We do have in 18 here an exhibit, which is an e-mail, Exhibit 7, which is 19 an e-mail from Pamela DuBois, indicating that the 20 property was under contract to be sold; and that the new 21 owners were intending -- "I wanted to reach out and let 22 you know this property is currently being sold, and will 23 settle at the end of March. The owners will be using it 24 as an assisted living, and will contact you directly 25 once it closes to apply for the license."	24 1 (Exhibit Number 13 was marked for 2 identification and received into evidence.) 3 MS. GROESBECK: I don't quite understand, 4 if the special use permit gets revoked, then is our 5 contract invalid? 6 THE HEARING EXAMINER: You would have to 7 seek legal advice and counsel on that. I cannot speak 8 to the -- I haven't even looked at this agreement. I 9 cannot speak to what happens -- 10 MS. GROESBECK: Right. 11 THE HEARING EXAMINER: -- with that 12 agreement. If the conditional use is revoked, then the 13 use that you apparently have contracted for would not be 14 permitted until a new conditional use was sought. 15 MS. GROESBECK: We would hope then that 16 the -- because the Sandy Spring Civic Association was 17 also for revoking the use, unless -- and this very 18 telling paragraph at the end of 5B that says, "Unless 19 it's to this particular use." And so I'm here to 20 implore you that we still need this for our business 21 going forward. These are young adults -- to attend our 22 school. And we've been in the business there since 23 1961. 24 THE HEARING EXAMINER: Okay. So what I'm 25 hearing from you is you're asking to not have the use

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7 (25 to 28)

25 1 revoked. What you would like to see is the use properly 2 used as approved. 3 MS. GROESBECK: Yes. 4 THE HEARING EXAMINER: Any response from 5 the DPS on that? 6 MS. VARGAS: In regards to the business 7 use -- and again, DPS has no vested interest in 8 whatever, as long as the property is being used per 9 code. That's all DPS's vested interest is. And if the 10 property is to stay with the conditional use, that it 11 will be used per the conditional use agreement, and if 12 it's not going to be used per the conditional use, it 13 will be reverted back into the R-200 status. 14 THE HEARING EXAMINER: And, you know, one 15 thing I keep going back to, so we have -- there are two 16 separate issues: there's the conditional use. The 17 conditional use would be abandoned if it was never 18 implemented. So if conditional use is approved, you 19 never use it as -- you never implement it, then it's 20 abandoned. But you also have, you implement the use, 21 but you're in violation. You know, you're not meeting 22 the conditions. Which bucket does this fall into? 23 MS. VARGAS: This falls into the 24 conditional use has not been implemented. And for -- to 25 us as DPS, it is abandoned as of June 3rd, 2024, as to	27 1 based on this record, I could make a decision, but this 2 is new information. 3 MS. GROESBECK: Well, how did we get 4 called? We had to be somewhere in the system to get 5 this notice to come today. 6 THE HEARING EXAMINER: Correct, yes. So 7 we have regulations that govern who's entitled to 8 notice -- 9 MS. GROESBECK: Okay. 10 THE HEARING EXAMINER: -- starting with 11 whoever would have been a party to the underlying 12 conditional use. 13 MS. GROESBECK: Okay. 14 THE HEARING EXAMINER: When the 15 conditional use was approved back in 2020, anyone who 16 was a party is entitled to notice when the use is being 17 revoked. 18 MS. GROESBECK: And when this was 19 submitted on February 14th -- so after our contract with 20 her on the 17th of January, and then we got this notice 21 on February 14th from Sandy Spring Civic Association, 22 and it said, they're really just not doing a good job, 23 except if you do this. We took that as double guarantee 24 that we were the only ones that could use it and satisfy 25 the Civic Association. So we thought we were golden.
26 1 when the date of the extension was granted up to. 2 And just to also give you the information 3 you requested earlier, I spoke to management, and the 4 meeting that we had was not with Redley Capital. It was 5 within our division. It was with other managers. And 6 for what my manager discussed with me was that we have 7 not received any communications from Redley Capital 8 since my letter, July 10th, 2024. 9 THE HEARING EXAMINER: So this was an 10 internal meeting within DPS? 11 MS. VARGAS: Yes. 12 MS. GROESBECK: Without speaking out of 13 turn, we've had lots of meetings with her, including 14 delivery from her at Chinese New Year of presents. So 15 it came to us as a -- really a shock to hear of a March 16 sale. It just speaks -- it's a -- yes, you're right. 17 We have got to go forward. We've engaged a lawyer to 18 say, "You need to implement this." But I wonder what 19 was told to the new buyer about what use could be used. 20 That's the kind of thing we want to maintain, that we 21 have an agreement, a solid agreement, that's going to 22 be, for us, hundreds of thousands of dollars in 23 detriment. So I don't know when it goes to criminal. I 24 don't -- that's for our lawyer, I hear you say. 25 THE HEARING EXAMINER: Yes. You know,	28 1 THE HEARING EXAMINER: Do you have 2 students -- 3 MS. GROESBECK: Yes. 4 THE HEARING EXAMINER: -- in this place? 5 MS. GROESBECK: Oh, no, no, no. 6 THE HEARING EXAMINER: You would like to? 7 MS. GROESBECK: No -- 8 THE HEARING EXAMINER: You have students 9 that you would like to have -- 10 MS. GROESBECK: The agreement starts on 11 August of this coming year. 12 THE HEARING EXAMINER: I see. So you have 13 an agreement with her to have students housed there 14 starting August. 15 MS. GROESBECK: The school year 2025/26. 16 And it starts, and it ends, and it says all the 17 obligations that she has, and all the obligations that 18 we have. And we're meeting them all. And ours are 19 financial to her, and agreements to have a faculty 20 member live there as discipline and liaison to the 21 school. She talked about buying a van. It was grand 22 plans. So very deceptive. 23 THE HEARING EXAMINER: A question for DPS. 24 I feel like we need to track down the new owner. Do we 25 know -- no one has come forward to register the new --

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8 (29 to 32)

29 1 MS. VARGAS: As of today, the SDAT still 2 shows Redley Capital as the property owner. DPS has not 3 had any conversations with anybody regarding this 4 property, either current owners or future owners, since 5 July of 2024. 6 MS. GROESBECK: And I believe the future 7 owner would have been deceived, because I don't think 8 they could just assume a different -- or a public use, 9 other than what I know, that would work on that property 10 in a residential zone. So -- 11 THE HEARING EXAMINER: So between the 12 testimony of DPS and whatever we have on the record, it 13 seems clear to me that they have not implemented the 14 use, or certainly are not using it as -- 15 MS. VARGAS: Intended. 16 THE HEARING EXAMINER: -- as intended. I 17 am concerned, however, having learned that if this got 18 revoked now, there's -- clearly, there's a school that 19 will be impacted, and there's an owner out there who -- 20 I don't know that they are aware of this. So I am 21 feeling inclined to do a further inspection to at least 22 try and track down who is the current owner. It sounds 23 like on the record you think it's still Redley? 24 MS. VARGAS: Not that we think; we know 25 per SDAT. SDAT has not --	31 1 another date. It doesn't have to be an in-person 2 hearing. We can do this virtually. But if I announce 3 the date here, then we don't have to mail out new 4 notices. So let me just look at the calendar real 5 quick. 6 MS. GROESBECK: May I grab my calendar? 7 THE HEARING EXAMINER: Yes. We are 8 already scheduling hearings out to August, but then 9 August doesn't really help. An August date doesn't 10 really help out the school. So today is May 8th. 11 MS. GROESBECK: Our enrollment contracts 12 are due on the 15th of May, and we stand to lose all 13 that income. 14 THE HEARING EXAMINER: I am inclined to 15 reschedule this to June, to reconvene in a month -- in 16 about a month. If we could reconvene on Thursday, 17 June 12th? Let's reconvene on Thursday, June 12th at 18 9:30 a.m. And, in fact, we could do it as a hybrid 19 hearing, but I will still convene it in person as well, 20 only because Ms. Li is not here, so I don't want to get 21 into -- if it's purely virtual, then I'm a little bit 22 concerned about attendance. So let's reconvene for 23 Thursday, June 12th, and I will provide further guidance 24 on that date. It gives me an opportunity to review the 25 records here.
30 1 THE HEARING EXAMINER: I see. 2 MS. VARGAS: If -- DPS cannot go on 3 speculation. What we have in front of us is Redley 4 Capital is currently the owner. We have not received 5 any communications from Redley Capital or any future 6 prospective owners regarding this property, or any 7 prospective uses of this property. Right now DPS's 8 position is that currently Redley is the property owner. 9 They have not implemented the conditional use, and thus, 10 it should be revoked. 11 THE HEARING EXAMINER: Thank you. Thank 12 you for that confirmation. 13 MS. GROESBECK: We did receive some fairly 14 threatening phone calls from the realtor that, "We're 15 going to sell it." So we don't know if it's been sold. 16 We tried to find out on record also. We could not find 17 that it had been sold in March. We fully intend to 18 implement this, if we can. 19 THE HEARING EXAMINER: What I would like 20 to do then, with all of this information, I will not 21 make a decision on the spot. I would like to schedule a 22 subsequent date just so I can go and review. I haven't 23 even looked at the agreement that's been submitted here. 24 Now we have heard from DPS. Thank you very much. I 25 would like to review all of this. I would like to set	32 1 I would like to consider the option of 2 compelling attendance, you know, maybe by subpoena, 3 because revocation of the conditional use is drastic, 4 given the information I've just received. But we cannot 5 have this go on indefinitely. 6 MS. VARGAS: Yes. And DPS will perform 7 another inspection between then and now, just to confirm 8 what we have seen onsite from the last inspection as 9 well. 10 THE HEARING EXAMINER: Thank you very 11 much. That would be great. 12 Yes? 13 MS. MURRAY: So from now until the next 14 hearing, the conditional use is in place, or is it just 15 in limbo? 16 THE HEARING EXAMINER: Well, a decision 17 will have to be made on that. By operation of law, it 18 may very well be that this conditional use has already 19 lapsed by -- so when a conditional use is granted, it 20 should be implemented by a certain time frame. You can 21 come and seek an extension -- which was done previously. 22 But when the last extension expired, there's been no 23 further extension. By operation of law -- I mean, I 24 don't want to make a ruling off the top of my head, but 25 it's a very likely outcome that this already has lapsed

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33 1 by operation of law. 2 MS. GROESBECK: So we entered into a 3 contract with her ill-advised because it wasn't -- 4 THE HEARING EXAMINER: You know -- 5 MS. GROESBECK: -- (indiscernible) for us? 6 THE HEARING EXAMINER: -- you absolutely 7 should talk to your attorneys about that, because there 8 are some serious legal ramifications here, and you 9 may -- you know, I cannot give legal advice about what 10 the legal impact is for you, but we can -- certainly, I 11 can let you know that from a zoning standpoint, it's -- 12 you know, I just want to be extremely careful before 13 formally ordering revocation, but it's very likely that 14 this already expired because it was never renewed. 15 MS. MURRAY: Okay. 16 THE HEARING EXAMINER: But as for your 17 legal rights, especially if they were engaging in a 18 contract knowing that a conditional use had already 19 expired, that's something for which you need to seek 20 legal advice from your attorneys. 21 MS. VARGAS: Can I ask, do you have the 22 contact information for the lawyers that you dealt with 23 in January, so we can also send them notice of our 24 inspection? 25 MS. GROESBECK: You mean, who wrote this?	35 1 THE HEARING EXAMINER: Yes. 2 MS. GROESBECK: Do you know whether there 3 will be a long docket or -- 4 THE HEARING EXAMINER: Today, this was the 5 only case on the calendar. 6 MS. GROESBECK: All right. 7 THE HEARING EXAMINER: So if you go to the 8 OZAH website, all our hearings are listed, and for 9 today, this was the only case. 10 MS. GROESBECK: Okay. Thank you. 11 And another thing, by then, our 12 opportunity -- our use of this will have passed. We -- 13 we needed it today, so we were hoping she would be here 14 today. That's our problem. 15 THE HEARING EXAMINER: Yeah. I'm so sorry 16 to hear that. I mean, my jurisdiction is confined -- 17 MS. GROESBECK: I understand. 18 19 20 THE HEARING EXAMINER: -- to just 21 adjudicating the conditional use. 22 MS. GROESBECK: I understand. We have 23 children -- there are wonderful people who were counting 24 on us. 25
34 1 MS. VARGAS: Whoever you met with in 2 January, because it may not be the same people that 3 we're sending information to. So if you have their 4 contact information. 5 MS. GROESBECK: It's Grace Lee at 6 Venable's in D.C. 7 MS. VARGAS: Not your lawyer. 8 MS. GROESBECK: Oh. 9 MS. VARGAS: The lawyers that you met with 10 in relation to Redley Capital. 11 MS. GROESBECK: Our lawyer would write 12 this, and then we'd send it to her, and it would come 13 back. 14 MS. VARGAS: In mail? 15 MS. GROESBECK: Yeah. We never met her 16 counsel. I just know our counsel. 17 THE HEARING EXAMINER: Okay. So we will 18 reconvene on Thursday, June 12th at 9:30 a.m. in this 19 same location. We will confirm whether that's -- it 20 definitely will be an in-person hearing, but there may 21 be a virtual option. 22 MR. HOWLEY: Okay. 23 MS. GROESBECK: And is there a way for us 24 to check the docket, as it would likely be right at 9:30 25 then?	36 1 THE HEARING EXAMINER: All right. The 2 hearing is adjourned to June 12th. 3 (Proceedings concluded at 10:14 a.m.) 4 * * * 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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sworn; that the proceedings were recorded by me and
thereafter reduced to typewriting by a qualified
transcriptionist; that said digital audio recording of
said proceedings are a true and accurate record, to the
best of my knowledge, skills, and ability; and that I am
neither counsel for, related to, nor employed by any of
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MARCELLOUS GRANT
NOTARY PUBLIC IN AND FOR
THE STATE OF MARYLAND

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I, Sandra Ann Masterpole, do hereby certify
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Sandra Ann Masterpole

SANDRA ANN MASTERPOLE
MAY 19, 2005

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